City of FRESNO **REPORT TO THE CITY COUNCIL**

AGENDA ITEM NO. 9:30am #2 A
COUNCIL MEETING 9-24-09
APPROVED BY
DEPARTMENT DIRECTOR
CITY MANAGER

September 24, 2009

FROM: JOHN DUGAN, Director
Planning and Development Department

BY: CLAUDIA CÁZARES, Manager
Housing and Community Development Division

GREGORY BARFIELD, Homeless Policy and Prevention Manager

SUBJECT: RECOMMEND APPROVAL OF FUNDING AWARDS AND SELECTION OF SUB-GRANTEES FOR THE CITY OF FRESNO'S HOMELESS PREVENTION AND RAPID RE-HOUSING PROGRAM AS FUNDED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; ADOPT THE AMENDMENT TO THE FY 2008-2009 ANNUAL ACTION PLAN TO INCLUDE THE AWARDS; AND AUTHORIZE CITY MANAGER TO SIGN ALL REQUIRED IMPLEMENTING, AND CONTRACTUAL DOCUMENTS AS APPROVED TO FORM BY THE CITY ATTORNEY

RECOMMENDATIONS

Staff recommends that the City Council approve:

1) the funding awards and the selection of sub-grantees, to provide services as funded by the Homeless Prevention and Rapid Re-Housing Program (HPRP) grant awarded by the U.S. Department of Housing and Urban Development (HUD) to the City of Fresno under the 2009 American Recovery and Reinvestment Act (ARRA), as follows: $118,915 to Central California Legal Services; $278,318 to AspiraNet; $304,000 to Marjaree Mason Center; $398,385 to WestCare; $400,000 to Fresno County EOC; $258,301 to Angels of Grace Foster Family Agency; $1,050,000 to the Housing Authority of the City of Fresno- Rapid Re-Housing; and $250,000 to the Housing Authority of the City of Fresno- HMIS,

2) Adopt the amendment to the FY 2008-2009 Annual Action Plan to include the awards as specified above;

3) Authorize City Manager to sign all required implementing, and contractual documents as approved to form by the City Attorney.

Presented to City Council
Date 9/24/09
Disposition Rec. approved

EXECUTIVE SUMMARY

In March 2009 the City was awarded a direct formula allocation of $3,130,746 in HPRP funds based on our annual receipt of McKinney-Vento funds through the Emergency Shelter Grant (ESG) Program. The County of Fresno also received a direct allocation of HPRP funds. Since that time, the City has been working in partnership with the County to administer a collaborative program for the expenditure of these funds. A joint City/County Request for Proposals (RFP) was issued on July 15, 2009. The agencies selected for funding are Central California Legal Services, AspiraNet, Marjaree Mason Center, WestCare for the San Joaquin Valley Veterans project, Fresno County EOC Sanctuary, Angels of Grace Foster Family Agency, Housing Authority of the City of Fresno for Rapid Re-Housing, and the Housing Authority of the City of Fresno for administration of the Homeless Management Information Systems (HMIS). Services will be provided over a three year term, and the agencies will provide assistance related to housing of persons at risk of becoming homeless and persons that are currently homeless, as well as provide housing relocation and stabilization services such as case management and credit repair. The remaining $72,827 will utilized by City staff to provide program administration over the three year period.

BACKGROUND

In response to the national economic crisis, President Obama and Congress passed the American Recovery & Revitalization Act (ARRA) that allocated approximately $750 billion to fund different programs and projects aimed at stimulating the economy. Included in the ARRA is $1.5 billion in funding that will be used to provide affordable housing, services, and jobs for the nation's most vulnerable persons.

Through the American Recovery and Reinvestment Act of 2009 (ARRA) the City of Fresno was awarded over $3.13 million of funding under the Homeless Prevention and Rapid Re-Housing Program (HPRP). The County of Fresno received $1,634,630. HPRP is intended to provide homeless prevention services to households threatened to become homeless, and to rapidly re-house persons who are homeless.

In order to receive the federal funding, jurisdictions were required to submit an application to HUD in May 2009, and amend their Annual Action Plan to include the administration of HPRP funding. The City Council approved both on May 14, 2009. As part of Council action, staff requested authorization to collaborate with the County of Fresno in issuing a Joint Request for Proposals (RFP), and partner with the County to administer a regional approach and provide seamless programming and services under HPRP.

The Joint RFP was issued on July 15, 2009, with applications due on August 10, 2009. Each eligible application was reviewed by a team of City and County members, with assistance from the Fresno-Madera Continuum of Care. The recommended agencies, programs, and award amounts, for your approval are as follows:

1. Central California Legal Services - $118,915, to provide legal assistance related to housing needs
2. AspiraNet - $278,318, to provide housing and stabilization services to young adults aging out of foster care
3. Marjaree Mason Center - $304,000, to provide housing and stabilization services to victims of domestic violence
4. WestCare - $398,385, to provide housing and stabilization services to San Joaquin Valley veterans
5. Fresno County EOC - $400,000, to provide housing and stabilization services to individuals and families

6. Angels of Grace Foster Family Agency - $258,301 to provide housing and stabilization services to young women aging out of foster care
7. City of Fresno Housing Authority - $1,050,000, to provide housing and stabilization services to persons who are currently homeless throughout the City
8. City of Fresno Housing Authority - $250,000, to provide administration of HMIS

A total of $72,827 will be utilized by City staff to provide program administration over the three year period. A list of the City awards, and the corresponding County awards for these agencies, is found in Exhibit A. In addition, the County will also be funding two County Departments for provision of services.

The implementation and administration of HPRP activities is set to commence on October 1, 2009 with fully executed contracts required to be in place by September 30, 2009. Each contract will be for a term of one year, with two year renewals contingent on sub-grantee performance.

Programs to be funded through HPRP include: 1) short and medium term financial assistance, up to 3 months, and 18 months, respectively, 2) utility payments, 3) moving costs, and 4) hotel/motel vouchers, for up to 30 days, if no appropriate shelter beds and rental housing can be identified. In support of persons in need of housing relocation and stabilization services, the City of Fresno will require sub-grantees to provide intense wrap around services through effective case management. Case Management services will include: direct outreach, housing and placement assistance; legal services and intervention, credit repair and protective payee services, or linkages to mainstream supportive services.

Collaborative efforts will continue with the FMCoC and the County of Fresno to ensure HPRP funds are maximized using all resources including mainstream funding and services available to provide a seamless service delivery system. As applicants and beneficiaries of HUD SuperNofa funding for Shelter, Shelter Plus Care, and Supportive Housing Grants, the FMCoC can act as the conduit to identify existing homeless services and grants received by partners of the group. Identification of the aforementioned information will allow the City to identify gaps and overlapping services to better disburse funding and impact the creation of long lasting housing stability for homeless persons and those at risk of becoming homeless. Additionally, local and county collaboration is essential, as the County has established mental health and other essential services, while the target population resides mainly within the City limits. Collaboration will allow both governmental entities to address increased homelessness that can arise because of the existing economic climate and is a key goal of the City of Fresno and County of Fresno's 10 Year Plan to End Chronic Homelessness.

The Housing and Community Development Division will maintain direct program oversight for HPRP. The City's Homeless Policy and Prevention Manager will oversee the day-to-day management of sub-grantees. The Housing and Community Development Division will work with the Budget and Management Studies Division (BMSD) staff, which has responsibility for other HUD entitlement programs and federal reporting requirements.

FISCAL IMPACT

Funds for these awards are available in the Planning and Development Department's FY 2009-2010 Adopted Budget.

Attachments: Exhibit A: List of Sub-Grantees and recommended funding levels for the City of Fresno and the County of Fresno

JD/cc/gb 9-16-09

EXHIBIT A

HPRP FUNDING AMOUNTS AND AGENCIES
CITY OF FRESNO AND COUNTY OF FRESNO

Agency	City	County	TOTAL
Central California Legal Services	$118,915	$29,729	$148,644
AspiraNet	$278,318	$69,579	$347,897
Marjaree Mason Center	$304,000	$96,000	$400,000
WestCare California-Veterans	$398,385		$398,385
Fresno EOC Sanctuary	$400,000		$400,000
Angels of Grace Foster Family Agency	$258,301	$141,133	$399,434
Housing Authority City of Fresno	$1,050,000		$1,050,000
HMIS - Housing Authority City/County	$250,000	$150,000	$400,000
Ca. Assoc. for the Physically Handicapped		$231,591	$231,591
Housing Authorities Fresno County		$226,598	$226,598
United Way of Fresno County		$150,000	$150,000
TOTAL	$3,057,919	$1,094,630	$4,152,549

9:30 am #2A
9/24/09

CITY OF FRESNO
City Clerk's Office (Original)

AGREEMENT

THIS AGREEMENT is made and entered into this 25 day of September 2009 ("Effective Date") by and between the CITY OF FRESNO, a municipal corporation of the State of California, (hereinafter referred to as "CITY"), and **WESTCARE CALIFORNIA, Inc.** a California Private Non-Profit Organization, (hereinafter referred to as "SUB-GRANTEE").

WITNESSETH:

WHEREAS, the CITY and the CITY's of Fresno's Planning and Development Department have been designated as the sponsoring agency to administer and implement the Homeless Prevention and Rapid Re-Housing Program (HPRP) activities of CITY, in accordance with the provisions of Title XII of the Federal American Recovery and Reinvestment Act of 2009 and the laws of the State of California; and

WHEREAS, the United States Congress has designated $1.5 billion for communities to provide financial assistance and services to either prevent individuals and families from becoming homeless, and to help those who are experiencing homelessness to be quickly re-housed and stabilized; and

WHEREAS, CITY submitted a substantial amendment on May 18, 2009 to it's Fiscal Year 2008-2009 Annual Action Plan to include appropriation of HPRP funding; and

WHEREAS, SUB-GRANTEE has submitted a program plan that will provide homeless prevention and/or rapid re-housing services consistent with the intent and purpose of said provisions of Title XII of the Federal American Recovery and Reinvestment Act of 2009, and SUB-GRANTEE's program plan has been approved by CITY.

NOW THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

1. **SERVICES**

A. SUB-GRANTEE shall perform all services and fulfill all responsibilities as set forth in its program plan, attached hereto as Exhibit A, incorporated herein by reference and made part of this Agreement.

B. SUB-GRANTEE shall also perform all services and fulfill all responsibilities as identified in Joint City of Fresno / County of Fresno's Request for Proposal (RFP) No. 962-4728 dated

CITY OF FRESNO
Fresno, CA

July 15, 2009 and Addendum No. One (1) dated July 29, 2009 and Addendum No. Two (2) dated July 31, 2009, (hereinafter collectively referred to as "JOINT CITY / COUNTY Revised RFP") and SUB-GRANTEE's response to said JOINT CITY /COUNTY Revised RFP, dated August 10, 2009, all incorporated herein by reference and made part of this Agreement. In the event of any inconsistency among these documents, the inconsistency shall be resolved by giving precedence in the following order of priority: 1) to this Agreement, including all Exhibits, 2) to the JOINT CITY/ COUNTY Revised RFP, 3) to the SUB-GRANTEE's Response to the Revised RFP. A copy of JOINT CITY / COUNTY'S Revised RFP, and SUB-GRANTEE's response to the JOINT CITY/COUNTY Revised RFP shall be retained and made available during the term of this Agreement by CITY.

C. SUB-GRANTEE shall perform all services following the HUD'S Notice of Allocations, Application Procedures and Requirements for Homelessness Prevention and Rapid Re-Housing Program Grantees under the Federal American Recovery and Reinvestment Act of 2009 as released on March 19, 2009 (Docket No. FR-5307-N-02) and the Corrected and Clarifications Notice of June 8, 2009 (Docket No. FR-5307-N-02)

2. TERM

This Agreement shall become effective on the Effective Date and shall terminate on the 29th day of September 2010. This Agreement shall be automatically extended for two (2) additional twelve (12) month periods upon the same terms and conditions herein set forth, unless written notice of non-renewal is given by SUB-GRANTEE, CITY or City Manager or designee, not later than sixty (60) days prior to the close of the current Agreement period.

3. TERMINATION

A. Non-Allocation of Funds – The terms of this Agreement, and the services to be provided thereunder, is contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated at any time by CITY by giving SUB-GRANTEE thirty (30) days advance written notice.

B. Breach of Contract – CITY, may immediately suspend or terminate this Agreement in whole or in part where in the determination of the CITY there is:

1) an illegal or improper use of funds;

2) a failure to comply with any term of this Agreement;

3) a substantially incorrect or incomplete report submitted to CITY; or

4) improperly performed service.

In no event shall any payment by CITY constitute a waiver by CITY of any breach of this Agreement or any default, which may then exist on the part of SUB-GRANTEE. Neither shall such payment impair or prejudice any remedy available to CITY with respect to breach or default. CITY shall have the right to demand of SUB-GRANTEE the repayment to the CITY of any funds disbursed to SUB-GRANTEE under this Agreement, which in the judgment of CITY were not expended in accordance with the terms of this Agreement. SUB-GRANTEE shall promptly refund any such funds upon demand or, at CITY's option; such repayment shall be deducted from future payments owing to SUB-GRANTEE under this Agreement.

C. Without Cause – Under circumstances other than those set forth above, this Agreement may be terminated by CITY or SUB-GRANTEE upon the giving of thirty (30) days advance written notice of an intention to terminate.

4. COMPENSATION / INVOICING

A. CITY agrees to pay SUB-GRANTEE and SUB-GRANTEE agrees to receive compensation based on actual expenditures incurred by SUB-GRANTEE in accordance with the budget identified in Exhibit B, attached hereto and by this reference incorporated herein. It is understood that all expenses incidental to SUB-GRANTEE's performance of services under this Agreement shall be borne by SUB-GRANTEE. If SUB-GRANTEE should fail to comply with any provision of this Agreement, CITY shall be relieved of its obligation for further compensation.

Payments shall be made by CITY to SUB-GRANTEE in arrears, for services provided during the preceding month. Such payment by CITY shall be made within thirty days (30) days after the date of receipt by CITY of a correctly completed invoice in accordance with the provisions of this paragraph, and shall be for actual expenditures incurred by SUB-GRANTEE in accordance with Exhibit B. Payments shall be made after receipt and verification of actual expenditures incurred by SUB-GRANTEE in the performance of this Agreement and shall be documented to CITY on a monthly basis by the tenth (10th) day of the month following the month of said expenditures in an

invoice. The invoice shall be in a form and in such detail as acceptable to CITY.

SUB-GRANTEE shall submit invoices to Claudia Cazares, City of Fresno Housing Manager, at Claudia.Cazares@fresno.gov

B. Changes to line items in the budget set forth in Exhibit B, attached hereto may be made with the prior written approval of CITY. Said budget line item changes shall not result in any change to the maximum compensation amount payable to SUB-GRANTEE, as stated herein.

C. Any compensation not consumed by expenditures of SUB-GRANTEE by the expiration or termination date of this Agreement shall be immediately repaid to CITY.

D. CITY shall not be obligated to make any payments under this Agreement if the request for payment is received by CITY more than sixty (60) days after the date of termination of this Agreement or the date of expiration of this Agreement, whichever occurs first.

E. CITY's failure to inform SUB-GRANTEE of any reporting requirements shall not relieve SUB-GRANTEE of compliance with any HPRP reporting requirements.

F. The following "Required Expenditure and Program Progress Threshold" criteria have been established to guide the SUB-GRANTEE in structuring and scheduling their expenditure of funds and program progress to determine performance beginning September 30, 2009 and each September thereafter.

Milestone Dates / Quarters	Minimum Required Threshold
October, November, December 1st quarter	20% of Contracted Amount / Program Goals
January, February, March 2nd quarter	50% of Contracted Amount / Program Goals
April, May, June 3rd quarter	80% of Contracted Amount / Program Goals
July, August, September 4th quarter	100% of Contracted Amount / Program Goals

5. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by SUB-GRANTEE under this

Agreement, it is mutually understood and agreed that SUB-GRANTEE, including any and all of SUB-GRANTEE's officers, agents, and employees, will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of CITY. Furthermore, CITY shall have no right to control, supervise or direct the manner or method by which SUB-GRANTEE shall perform its work and function. However, CITY shall retain the right to administer this Agreement so as to verify that SUB-GRANTEE is performing its obligations in accordance with the terms and conditions hereof. SUB-GRANTEE and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters which are directly or indirectly the subject of this Agreement.

Because of its status as an independent contractor, SUB-GRANTEE shall have absolutely no right to employment rights and benefits available to CITY employees. SUB-GRANTEE shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, SUB-GRANTEE shall be solely responsible and hold CITY harmless from all matters relating to payment of SUB-GRANTEE's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, SUB-GRANTEE may be providing services to others unrelated to CITY or to this Agreement.

6. MODIFICATION

This Agreement may be modified from time to time by the written consent of all the parties. Notwithstanding the foregoing, where it is determined by CITY that there is a need to make any changes in the project, fiscal procedures and systems, or the terms and conditions of this Agreement, refusal by SUB-GRANTEE to accept the change is grounds for termination of this Agreement. Any such change shall be incorporated by written amendments to this Agreement and shall be approved by the Fresno City Council.

7. NON-ASSIGNMENT

Neither party shall assign or transfer this Agreement nor their rights or duties under this Agreement without the prior written consent of the other party.

8. INDEMNIFICATION

To the furthest extent allowed by law, SUB-GRANTEE shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and authorized volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of SUB-GRANTEE, its principals, officers, employees, agents or authorized volunteers in the performance of this Agreement.

If SUB-GRANTEE should subcontract all or any portion of the services to be performed under this Agreement, SUB-GRANTEE shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and authorized volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

9. INSURANCE

A. Throughout the life of this Agreement, SUB-GRANTEE shall pay for and maintain in full force and effect all insurance as required in **Exhibit C** or as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion.

B. If at any time during the life of the Agreement or any extension, SUB-GRANTEE or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to SUB-GRANTEE shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve SUB-GRANTEE of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an

insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

C. The fact that insurance is obtained by SUB-GRANTEE shall not be deemed to release or diminish the liability of SUB-GRANTEE, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SUB-GRANTEE. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of SUB-GRANTEE, its principals, officers, agents, employees, persons under the supervision of SUB-GRANTEE, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

D. Upon request of CITY, SUB-GRANTEE shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

E. If SUB-GRANTEE should subcontract all or any portion of the services to be performed under this Agreement, SUB-GRANTEE shall require each subcontractor to provide insurance protection in favor of CITY and each of its officers, officials, employees, agents and authorized volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with SUB-GRANTEE and CITY prior to the commencement of any services by the subcontractor."

10. PUBLIC INFORMATION

SUB-GRANTEE shall disclose CITY, the County of Fresno, and the U.S. Department of Housing and Urban Development (HUD) as a funding source in all public information.

11. POLITICAL, RELIGIOUS AND LOBBYING ACTIVITY PROHIBITED

A. None of the funds or services provided directly or indirectly under this Agreement shall be used for any political activity, lobbying, or propaganda purposes designed to

support or defeat legislation pending before any legislative body, the Congress of the United States or the Legislature of the State of California or to further the election or defeat of any ballot measure or candidate for public office.

B. None of the funds or services provided directly or indirectly under this Agreement shall be used for any religious activity, including but not limited to religious worship, instruction, or proselytization, or to purchase religious materials.

C. SUB-GRANTEE shall not require those individuals or entities receiving the funds or services, in whole or in part, by this Agreement to attend or take part in any religious activities. Furthermore, SUB-GRANTEE shall take reasonable steps to insure that functions or activities funded herein are separate in time or in location from functions or activities that are inherently religious, such as religious worship, instruction, or proselytization.

12. SUPPLEMENTAL SOURCES

SUB-GRANTEE shall not use any funds under this Agreement to the extent that there are any other existing or contemplated funds available to SUB-GRANTEE to be expended for the same services covered by this Agreement. SUB-GRANTEE shall provide written notification and explanation to CITY of any funds received from another source to conduct the same services covered by this Agreement within five (5) days of the receipt of such funds. Upon confirmation that SUB-GRANTEE has received funds from any other source to conduct the same services covered by this Agreement, CITY shall have the right to reduce its payment amount accordingly.

13. COMPLIANCE WITH APPLICABLE LAWS

SUB-GRANTEE shall comply with all rules and regulations established pursuant to the Homeless Prevention and Rapid Re-Housing Program under Title XII of the Federal American Recovery and Reinvestment Act of 2009. SUB-GRANTEE must also comply with all applicable fair housing and civil rights requirements in 24 CFR 5.105(a).

SUB-GRANTEE and any subcontractors shall comply with all applicable local, State, Federal laws, ordinances, regulations and Fresno City Municipal Code provisions applicable to the performance of services.

14. RECORDS, AUDITS, AND INSPECTIONS

A. Record Establishment and Maintenance

SUB-GRANTEE shall establish and maintain records in accordance with those requirements prescribed by CITY, with respect to all matters covered by this Agreement. SUB-GRANTEE shall retain all fiscal books, account records, and confidential client files for services performed under this Agreement for at least five (5) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the SUB-GRANTEE shall be reimbursed for actual costs incurred in the performance of this Agreement not to exceed the contract maximum but that no profit is to accrue to the SUB-GRANTEE on account of such performance.

B. Activity and Progress Reports

SUB-GRANTEE shall submit to CITY by the tenth (10th) of each month, an activity report for the previous month as described by the CITY, but it shall include but not limited to, a program progress narrative, job creation / retained by these funds, program performance : including the number of unduplicated persons and households served, their status, type of housing services provided, financial information regarding funds expended in the prior month: including total expenditures made to date, reporting completed through HMIS, status of HMIS data input. SUB-GRANTEE shall also furnish to CITY such statements, receipts, reports, data, support documentation and other information as CITY may request pertaining to matters covered by this Agreement. Said support documentation must indicate the line item budget account number to which the cost is charged. In the event that SUB-GRANTEE fails to provide such reports or other information required hereunder, it shall be deemed sufficient cause for CITY to withhold monthly payments until there is compliance The monthly activity report shall be in a form and in such detail as prescribed and acceptable to CITY's City Manager or designee.

C. Single Audit & Federal Common Rule Audit Requirements

1) If SUB-GRANTEE expends Five Hundred Thousand Dollars ($500,000) or more in Federal and Federal flow-through monies, SUB-GRANTEE agrees to conduct an annual

audit in accordance with the requirements of the Single Audit Standards as set forth in Office of Management and Budget (OMB) Circular A-122 and A-133. SUB-GRANTEE shall submit said audit and management letter to CITY. The audit must include a statement of findings or a statement that there were no findings. If there were negative findings, SUB-GRANTEE must include a corrective action plan signed by an authorized individual. SUB-GRANTEE agrees to take action to correct any material non-compliance or weakness found as a result of such audit. Such audit shall be delivered to CITY, for review within three (3) months of the end of any fiscal year in which funds were expended and/or received for the program. Failure to perform the requisite audit functions as required by this Agreement may result in CITY performing the necessary audit tasks, or at CITY's option, contracting with a public accountant to perform said audit, and may result in the inability of CITY to enter into future agreements with SUB-GRANTEE. All audit costs related to this Agreement are the sole responsibility of SUB-GRANTEE. Audit work performed by CITY under this paragraph shall be billed to SUB-GRANTEE at CITY cost, as determined by CITY.

2) A single audit report is not applicable if all SUB-GRANTEE Federal contracts do not exceed the Five Hundred Thousand Dollars ($500,000) requirement. If a single audit is not applicable, a program audit must be performed and a program audit report with management letter shall be submitted by SUB-GRANTEE to CITY as a minimum requirement to attest to SUB-GRANTEE's solvency. Said audit report shall be delivered to CITY for review no later than three (3) months after the close of the fiscal year in which the funds supplied through this Agreement are expended. Failure to comply with this Act may result in CITY performing the necessary audit tasks or contracting with a qualified accountant to perform said audit. All audit costs related to this Agreement are the sole responsibility of SUB-GRANTEE. SUB-GRANTEE agrees to take corrective action to eliminate any material noncompliance or weakness found as a result of such audit. Audit work performed by CITY under this paragraph shall be billed to SUB-GRANTEE at CITY cost, as determined by CITY.

3) SUB-GRANTEE shall make available all records and accounts for inspection by CITY, the State of California, the Comptroller General of the United States, the Federal Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a period of

at least five (5) years following final payment under this Agreement or the closure of all other pending matters, whichever is later.

15. **HPRP Eligibility and Reporting Requirements**

A. SUB-GRANTEE is required to participate in the Fresno Madera Continuum of Care (FMCoC). Participation is defined as attendance at a minimum of 75% of all FMCoC Director's meetings.

B. CITY's failure to inform SUB-GRANTEE that HPRP funds are provided under this Agreement or of any reporting requirements shall not relieve SUB-GRANTEE of compliance with any HPRP eligibility and reporting requirements. SUB-GRANTEE agrees, in accordance with the requirements of the HPRP Program, that ALL beneficiaries of SUB-GRANTEE's activities provided under this Agreement must meet the following minimum criteria:

1) Any individual or family provided with financial assistance through HPRP must have at least an initial consultation with a case manager or other authorized representative who can determine the appropriate type of assistance to meet their needs.

2) The household annual income must be at or below 50% of the Annual Area Median Income (AMI) as referenced in Exhibit E, incorporated herein by reference and made part of this Agreement. The AMI may change on a yearly basis and SUB-GRANTEE is required to use the most recent version as provided by CITY.

3) The household must be either homeless or at risk of losing its housing and meet both the following circumstances: (1) no appropriate subsequent housing options have been identified; AND (2) the household lacks the financial resources and support networks needed to obtain immediate housing or remain in its existing housing.

C. For assistance under the Rapid Re-Housing category, persons who are homeless according the definition provided under the Department of Housing and Urban Development (HUD), meet the minimum requirements aforementioned AND meet one of the following criteria are eligible under the rapid re-housing portion of HPRP:

1) Sleeping in an emergency shelter;

2) Sleeping in a place not meant for human habitation, such as cars, parks,

abandoned buildings, streets/sidewalks;

3) Staying in a hospital or other institution for up to 180 days but was sleeping in an emergency shelter or other place not meant for human habitation immediately prior to entry into the hospital or institution;

4) Graduating from, or timing out of a transitional housing program; and

5) Victims of domestic violence.

SUB-GRANTEE Is expected to meet all other HPRP requirements including providing an intake and assessment of all clients. Completion of this assessment which may review risk factors being homeless or becoming homeless and barriers to housing will assist the SUB-GRANTEE in identifying the appropriate level of financial assistance, if any, and the appropriate mix of supportive services. No household may receive HPRP financial assistance unless they have been assessed by a case manager or other authorized representative to determine the appropriate type of assistance

SUB-GRANTEE will be expected to utilize a risk assessment and targeting tool which shall be designed prior to program implementation. This tool will be used to assess potential clients for eligibility and to help determine the appropriate level of service. This instrument is being designed with input from both jurisdictional staff and service providers and may be modified locally to account for specific local targeting priorities. This tool may be adjusted during the course of the contract period and SUB-GRANTEE will be expected to implement any modifications made to the tool during the course of the contract within the context of the program.

Providers will also be required to verify client household income, using the income verification requirements and practices as provided by the CITY.

Once the client household has been assessed, SUB-GRANTEE will work with the client to develop an appropriate housing and income stability plan. The plan will identify steps that the household will take to secure or stabilize their housing situation, ensure that household costs are covered with a combination of income and services for which the household may be eligible (such as food, benefits, training and/or employment services and subsidized child care), reduce the impact of utilities on the household's budget, and other steps necessary to help the household achieve stable housing after their participation in the program concludes.

For the HPRP program, assessment and housing plan development are considered case management services. SUB-GRANTEE will be responsible for authorizing HPRP financial assistance for eligible households and issuing payment to landlords, utility companies and possibly other third party vendors such as hotel/motels and storage or moving companies.

Based on the assessment of the household's needs, SUB-GRANTEE may authorize a number of forms of financial assistance. Financial assistance may include:

- Rent arrears payments (up to 6 months)
- Security deposit payments
- Moving costs (e.g. moving company, short term storage of up to three months)
- Short term rental assistance (up to 3 months)
- Medium term rental assistance (4 to 18 months)
- Utility arrears payment (up to 6 months)
- Utility deposits
- Utility payment assistance (up to 18 months)
- Hotel/Motel vouchers for up to 30 days, if no appropriate shelter beds are available and subsequent rental housing has been identified but is not immediately available for move-in by the program participants.

Rental assistance provided may not exceed rental costs accrued over the assistance period (i.e. short-term rental assistance may not exceed rental costs accrued over a period of 3 months), and rents must meet the HUD standard of rent reasonableness. Rental assistance payments may not be approved on behalf of eligible individuals or families for the same period of time and for the same cost types that are being provided under another federal, state or local housing subsidy program. Mortgage assistance is specifically excluded. No assistance can be provided to any program participant for more than 18 months total.

SUB-GRANTEE must certify eligibility at least once every 3 months for all program participants receiving medium term rental assistance (4-18 months).

Use other resources first: The SUB-GRANTEE will be expected to ensure that other resources are tapped prior to committing HPRP funds for financial assistance.

16. **Minimum Data Collection Requirements**

A. SUB-GRANTEE is required to collect and report client-level data in a database comparable to the local HMIS run by the Fresno Housing Authorities of the City and County of Fresno through a MOU with the Fresno Madera Continuum of Care (FMCoC) or a data base that complies

with any special requirements which may developed by HUD for legal services or Domestic Violence providers. Reporting in a database comparable to HMIS is a requirement of HPRP funding. The comparable database will be maintained by the SUB-GRANTEE and used to collect data and report on outputs and outcomes as required by HUD. SUB-GRANTEE is required to enter all client intakes, provide regular updates and exit all clients once services are completed.

At a minimum, SUB-GRANTEE must enter the following information in the comparable database for federal reporting purposes:

1) Name
2) Social Security Number
3) Date of Birth
4) Race
5) Ethnicity
6) Gender
7) Veteran Status
8) Disabling Condition
9) Residence Prior to Program Entry
10) Zip Code of Last Permanent Address
11) Housing Status
12) Program Entry Date
13) Program Exit Date
14) Personal Identification Number
15) Household Identification Number
16) Income and Sources
17) Non-Cash Benefits
18) Destination (where client will stay upon exit)
19) Financial Services Provided
20) Housing Relocation & Stabilization Services Provided

CITY shall provide full reporting requirements as required by HUD under separate documentation for all providers.

IF SUB-GRANTEE is a legal services or domestic violence provider and requires client-level information to remain confidential, and they will establish a comparable client-level database internally to its organization (e.g. no identifying data shared with the HMIS or the CITY and will provide only aggregate data to the CITY as required. SUB-GRANTEE'S will work with the HMIS administering agency, as an agent of the FMCoC, to determine that the alternative database meets the standards for a comparable client-level database, including compliance with the HMIS Data and Technical Standards which are acceptable to HUD and the CITY.

B. All data elements specified above must be recorded about each HPRP program in the HMIS and the fields needed to correctly generate the HPRP performance reports are required to be collected in the comparable database.

17. Confidentiality

All services performed by SUB-GRANTEE under this Agreement shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Welfare and Institutions Code section 10850, California Business and Professions Code Section 6068 and California Attorney Rules of Professional Conduct 3-100.

SUB-GRANTEE will ensure the confidentially of all records pertaining to any individual provided assistance and that the address of location of any assisted housing will not be made public, except to the extend that the prohibition contradicts a preexisting privacy policy of the CITY.

18. Documentation

A. Service Documentation

SUB-GRANTEE agrees to maintain records to verify services under this Agreement including names and addresses of clients served the date of service, and a description of services provided on each occasion in accordance with paragraph 15(b) of this Agreement. These records and any other SUB-GRANTEE document pertaining in whole or part to this Agreement, shall be clearly identified and readily accessible to CITY or any other State or Federal agency performing a

lawful audit or inspection of SUB-GRANTEE's and/or its services. In all other respects such records shall be held by SUB-GRANTEE in conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality.

B. Cost Documentation

1) SUB-GRANTEE shall establish accounting and bookkeeping procedures, in accordance with standard accounting and bookkeeping practices, including but not limited to, employee time cards, payrolls, invoices, vouchers, orders, and other records of all transactions to be paid with HPRP funds in accordance with the performance of this Agreement.

2) SUB-GRANTEE shall cooperate fully with CITY, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

3) CITY shall notify SUB-GRANTEE in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled, failure to make the corrections by SUB-GRANTEE within thirty (30) days of written notification by CITY that corrections are needed, will justify termination of said Agreement in accordance with Paragraph 3.B of this Agreement.

4) SUB-GRANTEE shall also agree to on-site monitoring and personal interviews of any program participants, or any of SUB-GRANTEE's staff and employees, by appropriate CITY staff on at least a quarterly basis.

19. EQUIPMENT

A. All items purchased with funds provided under this Agreement or which are furnished to SUB-GRANTEE which have a single unit cost in excess of Five Thousand Dollars ($5,000.00) including sales tax and have a useful life of more than one (1) year shall be considered capital equipment. Title to all items of capital equipment purchased shall vest and will remain vested in the City of Fresno SUB-GRANTEE further agrees to the following:

1) To maintain all items of capital equipment in good working order and condition, normal wear and tear excepted; and

2) To label all items of capital equipment, perform periodic inventories as required by CITY and to maintain an inventory list showing where and how the capital equipment is being used, in accordance with procedures developed by CITY. All such lists shall be submitted to CITY within ten (10) days of any request therefore; and

3) To report in writing to CITY immediately after discovery, the loss or theft of any items of capital equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to CITY.

B. The purchase of any capital equipment by SUB-GRANTEE shall require the prior written approval of CITY, and must be appropriate and directly related to SUB-GRANTEE's service or activity under the terms of the Agreement. No capital equipment shall be purchased during the fourth (4th) or last quarter of each term of this Agreement. CITY may refuse reimbursement for any costs resulting from capital equipment purchased, which are incurred by SUB-GRANTEE, if prior written approval has not been obtained from CITY.

20. SUBCONTRACTS

If SUB-GRANTEE should propose to subcontract with one (1) or more third parties to carry out a portion of those services described in paragraph one (1) of this Agreement insofar as it deems proper or efficient, any such subcontract shall be in writing and approved as to form and content by CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by SUB-GRANTEE, shall not allow compensation greater than the total project budget contained in Exhibit B, attached hereto, for the services described herein. An executed copy of any such subcontract shall be received by CITY before any implementation and shall be retained by CITY.

SUB-GRANTEE shall be responsible to CITY for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that SUB-GRANTEE is subject to under this Agreement. No owner, partner, officer, or director of SUB-GRANTEE shall have any direct monetary interest in any subcontract made by SUB-GRANTEE. A direct monetary interest contrary to this Paragraph shall be deemed to exist, if an owner, partner, officer, or director of SUB-GRANTEE also an owner, officer, or director of a corporation, association,

or partnership subcontracting with SUB-GRANTEE.

21. CONFLICT OF INTEREST

No officer, employee, or agent of CITY who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. SUB-GRANTEE shall comply with all Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of CITY.

22. NON-DISCRIMINATION

During the performance of this Agreement SUB-GRANTEE shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex, pursuant to all applicable State and Federal statutes and regulations.

SUB-GRANTEE shall prepare and make available to CITY's City Manager and to the public all eligibility requirements to participate in the program plan set forth in said Exhibit A, attached hereto.

If an allegation of discrimination occurs, CITY may withhold all further funds until SUB-GRANTEE can show by clear and convincing evidence to the satisfaction of CITY that funds provided under this Agreement were not used in connection with the alleged discrimination.

23. DISCHARGE COORDINATION POLICY

SUB-GRANTEE must develop and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correctional programs and institutions), in order to prevent such discharge from immediately resulting in homelessness for such persons, as applicable.

24. EVALUATION

CITY shall monitor and evaluate the performance of SUB-GRANTEE under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan identified in Paragraph One (1) and Exhibit A of

this Agreement. SUB-GRANTEE shall at any time during business hours, and as often as CITY deems necessary, make available for examination, inspection, audit or copying all books and records, pertaining to the goods and services furnished under the terms of this Agreement for the purpose of and not limited to authorized review for fiscal and program audits.

25. NEPOTISM

Except by written consent of CITY, no person shall be employed by SUB-GRANTEE who is related by blood or marriage to any member of the Board of Directors or any officer of SUB-GRANTEE.

26. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

A. CITY and SUB-GRANTEE recognize that Federal assistance funds are being used under the terms of this Agreement. For purposes of this paragraph, SUB-GRANTEE will be referred to as the "prospective recipient".

B. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 Code of Federal Regulations (CFR) Part 98, section 98.510, Participants' Responsibilities.

1) The prospective recipient of Federal assistance funds certifies by entering this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) The prospective recipient of Funds agrees by entering this Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Federal department or agency with which this transaction originated.

3) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

4) The prospective recipient shall provide immediate written notice to CITY

if at any time prospective recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5) The prospective recipient further agrees that by entering into this Agreement, it will include a clause identical to this section entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6) The certification in this section of this Agreement is a material representation of fact upon which CITY relied in entering into this Agreement.

27. LIMITED ENGLISH PROFICIENCY

SUB-GRANTEE shall provide interpreting and translation services to persons participating in SUB-GRANTEE's services that have limited or no English language proficiency, including services to persons who are deaf or blind. Interpreter and translation services shall be provided as necessary to allow such participants meaningful access to the programs, services and benefits provided by SUB-GRANTEE. Interpreter and translation services, including translation of SUB-GRANTEE's "vital" documents (those documents that contain information that is critical for accessing SUB-GRANTEE's services or are required by law) shall be provided to participants at no cost to the participant. SUB-GRANTEE shall ensure that any employees, agents, subcontractors, or partners who interpret or translate for a program participant, or who directly communicate with a program participant in a language other than English, demonstrate proficiency in the participant's language and can effectively communicate any specialized terms and concepts peculiar to SUB-GRANTEE's services.

28. AUDITS AND INSPECTIONS

SUB-GRANTEE shall at any time during business hours, and as often as CITY may deem necessary, make available to CITY for examination all of its records and data with respect to the matters covered by this Agreement. SUB-GRANTEE shall, upon request by CITY, permit CITY to audit and inspect all such records and data necessary to ensure SUB-GRANTEE's compliance with the terms of this Agreement.

If this Agreement exceeds Ten Thousand and No/100 Dollars ($10,000.00), SUB-GRANTEE shall be subject to the examination and audit of the State Auditor General for a period of three (3)

years after final payment under contract (California Government Code section 8546.7).

29. NOTICES

The persons having authority to give and receive notices under this Agreement and their addresses include the following:

CITY	SUB-GRANTEE
Housing and Community City of Fresno 2600 Fresno Street, Room 3070 Fresno, California 93721	WestCare California Inc. 4994 East Clinton Way, Suite 101 Fresno, California 93727

Any and all notices between CITY and SUB-GRANTEE provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party.

30. GOVERNING LAW

The parties agree that for the purposes of venue, performance under this Agreement is to be the County of Fresno, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

31. ENTIRE AGREEMENT

This Agreement including all exhibits, CITY's JOINT CITY/COUNTY Revised RFP, and SUB-GRANTEE's response thereto, constitutes the entire agreement between SUB-GRANTEE and CITY with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

City of Fresno
2600 Fresno Street, 2nd Floor
Fresno California 93721

By: _____
Andrew T. Souza
City Manager

WestCare California Inc.
4944 East Clinton Way, Suite 101
Fresno, California 93727

By: _____
Print Name Lynn Pimentel
Title: Deputy Administrator

ATTEST:
Rebecca E. Klisch
City Clerk

By: _____
Deputy Date 9/30/09

APPROVED AS TO FORM:
James C. Sanchez
City Attorney

By: _____ 9-30-09
Jose M. Sanchez, DSC - Meyers Nave
~~XXXXXX~~ Date
Title

Attachments EXHBIT A: SCOPE OF WORK

EXHBIT B: BUDGET

EXHBIT C: INSURANCE REQUIREMENTS

EXHBIT D:
Copy of HUD HPRP Docket No. FR-5307-N-01 &
Copy of HUD HPRP Docket No. FR-5307-N-02